

EXHIBIT A
SETTLEMENT AGREEMENT

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 7
	:	
MARCIA CAMPBELL,	:	Case No. 17-13518 (CGM)
	:	
Debtor.	:	
	:	
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JOHN S. PEREIRA, Chapter 7 Trustee for the	:	
estate of Marcia Campbell,	:	Adv. Proc. No. 18-01660 (CGM)
	:	
Plaintiff,	:	
	:	
vs.	:	
	:	
MARCIA CAMPBELL, FRED CAMPBELL, SR.,	:	
FRED CAMPBELL, JR. EXTREME REALTY	:	
ASSOCIATES, INC., and EXTREME REALTY	:	
ADVANCE,	:	
	:	
Defendants.	:	
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SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into as of this 24th day of July, by and between John S. Pereira, as Chapter 7 Trustee (the "Trustee") for the estate of Marcia Campbell (the "Debtor"), the Debtor, Fred Campbell, Sr. ("Fred Senior"), Fred Campbell, Jr. ("Fred Junior"), Extreme Realty Associates, Inc. ("Extreme Realty") and Extreme Realty Advance ("Extreme Advance," together with the Debtor, Fred Senior, Fred Junior and Extreme Realty, collectively the "Defendants" and, together with the Trustee, each a "Party" and collectively the "Parties").

W I T N E S S E T H:

WHEREAS, on December 8, 2017 (the "Petition Date"), the Debtor filed a voluntary petition (the "Bankruptcy Case") under Chapter 13 of Title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New

York (the “Bankruptcy Court”);

WHEREAS, on January 17, 2018, the Debtor converted her petition from Chapter 13 to Chapter 7 of the Bankruptcy Code [Doc. No. 12];

WHEREAS, on January 19, 2018, the Trustee was appointed as the chapter 7 trustee for the Debtor’s estate;

WHEREAS, on October 10, 2018, the Trustee filed the above-captioned adversary proceeding [Adv. Doc. No. 1] Complaint, seeking, *inter alia*, to avoid, recover and set aside fraudulent transfers of Extreme Advance, a real estate company wholly owned by Debtor, along with its good will, furniture, fixtures, and equipment, as well as its accounts and books and records, and all other assets and property of Extreme Realty Advance (collectively, the “Transferred Assets”);

WHEREAS, on December 17, 2018, the Court entered the *Order on Plaintiff’s Application for Default Final Judgment* [Adv. Doc. No. 25] (the “Default Judgment”);

WHEREAS, the Parties have negotiated this Settlement Agreement to provide for the complete satisfaction of the Defendants’ obligations under the Default Judgment as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. The Defendants shall pay to the Trustee the total sum of One-Hundred Thousand (\$100,000) U.S. Dollars (the “Settlement Amount”), to be paid as follows:

- (a) an initial payment in the amount of Twenty Thousand (\$20,000) U.S. Dollars to be paid on or before July 30, 2019 (the “Initial Payment”); and

(b) after the Initial Payment, monthly installment payments of the balance due in the amount of Eighty Thousand (\$80,000) U.S. Dollars to be paid as follows:

(i) Twenty Thousand (\$20,000) U.S. Dollars to be paid on or before August 30, 2019 ("First Installment");

(ii) Thirty-Thousand (\$30,000) U.S. Dollars to be paid on or before September 30, 2019 (the "Second Installment"); and

(iii) Thirty-Thousand (\$30,000) U.S. Dollars to be paid on or before October 30, 2019 (the "Third and Final Installment").

2. The Initial Payment and the monthly installment payments referenced in subparagraphs (a) and (b) above, shall be made by certified check or money order made payable to "John S. Pereira, as Chapter 7 Trustee for the estate of Marcia Campbell," and delivered to the Trustee, care of its counsel, Akerman LLP ("Akerman"), 666 Fifth Avenue, 20th Floor, New York, NY 10103; Attn: Reyko E. Delpino, Paralegal. The Trustee shall hold the Settlement Amount in escrow pending approval of this Settlement Agreement by the Bankruptcy Court.

3. The Defendants agree that:

(i) failure to remit any of the installment payment by the due date as set forth in , paragraph 1 above shall constitute a default under this Settlement Agreement,

(ii) any default of the Initial Payment, and the First and Second Installments, shall be cured within five (5) days of the payment due date (*i.e.* August 4, 2019; September 4, 2019, October 4, 2019) (the "Cure Period");

(iii) the Cure Period shall not apply to the Third and Final Installment,

(iv) upon default by the Defendants (as referenced in paragraph 3 (i)), the Trustee shall be authorized to, pursuant to the stipulated consent decree (the "Consent Decree"), a copy of which is attached hereto as **Exhibit A**, proceed with the enforcement of the Default Judgment and obtain the immediate turnover of the Transferred Assets utilizing

an agent of the Trustee or the United States Marshall.

(v) they will waive and not assert any claims, including any 502(h) claims, against the Debtor's estate, and any asserted claim(s), filed or unfiled, prior to the approval by the Court and the effectiveness of the Settlement Agreement and/or the Consent Decree will be deemed expunged.

(vi) the Debtor will waive any rights, inclusive of any statutory homestead rights under state law, to the real property sold located at 3939 White Plains Road, Bronx, New York (the "Property") and waives any and all claims asserted or to be asserted, including any homestead exemption claims, against the Property.

4. The Defendants agree that they, including any of their relatives, agents or representatives, will cooperate with the Trustee and not interfere in the possession of the Transferred Assets.

6. This Settlement Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter contained herein, and this Settlement Agreement may not be altered, amended, or modified in any respect or particular whatsoever, except by a writing duly executed by the Parties hereto or their successors in interest.

7. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their legal representatives, successors, assigns, heirs, personal representatives, and predecessors in interest, but only after it has been approved by the Bankruptcy Court.

8. The Trustee and the Defendants also each acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Settlement Agreement, that they have read, know and understand completely the contents hereof, and that they have voluntarily executed the same. The Parties hereto further hereby each

acknowledge that they have had input into the drafting of this Settlement Agreement or, alternatively, have had an opportunity to have input into the drafting of this Settlement Agreement. Accordingly, in any construction to be made of this Settlement Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Settlement Agreement and the expressed intent of the Parties.

9. The Trustee represents and warrants that he shall promptly file a motion seeking the approval by the Bankruptcy Court of this Settlement Agreement (the "Motion").

10. This Settlement Agreement shall be interpreted and construed in accordance with the provisions of the Bankruptcy Code and the laws of the State of New York.

11. Any dispute, action or proceeding arising out of or relating to this Settlement Agreement shall be within the exclusive jurisdiction of the Bankruptcy Court.

12. The undersigned hereby represent and warrant that they are authorized to execute this Settlement Agreement and any other documents that are hereafter deemed necessary to effectuate this Settlement Agreement on behalf of their respective clients.

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be executed as of the day and year first above written.

Dated: New York, New York
July 24, 2019

Dated: Bronx, New York
July 24, 2019

AKERMAN LLP

RIOS LAW FIRM P.C.

By: s/John P. Campo
John P. Campo
Darryl R. Graham
666 Fifth Avenue, 20th Floor
New York, NY 10103
Tel.: (212) 880-3800

By: s/Jose Rios
Jose Rios
2560 Matthews Avenue, Fl. 1
Bronx, New York 10467-9323
Tel No. (347) 364-8700
E-mail: rioslawfirm@gmail.com

Fax: (212) 880-8965

E-mail: john.campo@akerman.com

E-mail: darryl.graham@akerman.com

Special Counsel for the Plaintiff/Trustee

Counsel for Debtor Marcia Campbell

s/Marcia Campbell

Marcia Campbell, Debtor

Dated: Bronx, New York
July 24, 2019

s/Fred Campbell, Sr.
Fred Campbell, Sr.

EXTREME REALTY ASSOCIATES, INC.

By: s/Marcia Campbell
Name: Marcia Campbell
Title: Vice President

s/Fred Campbell, Jr.
Fred Campbell, Jr.

EXTREME REALTY ADVANCE

By: s/Marcia Campbell
Name: Marcia Campbell
Title: Vice President

EXHIBIT A

CONSENT DECREE

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X	
In re	: Chapter 7
MARCIA CAMPBELL,	: Case No. 17-13518 (CGM)
Debtor.	:
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JOHN S. PEREIRA, Chapter 7 Trustee for the	: Adv. Proc. No. 18-01660 (CGM)
estate of Marcia Campbell,	:
Plaintiff,	:
vs.	:
MARCIA CAMPBELL, FRED CAMPBELL, SR.,	:
FRED CAMPBELL, JR. EXTREME REALTY	:
ASSOCIATES, INC., and EXTREME REALTY	:
ADVANCE,	:
Defendants.	:
----- X	

CONSENT DECREE

Plaintiff, John S. Pereira (the “Trustee”) as Chapter 7 Trustee for the estate of Marcia Campbell (the “Debtor”) and the Debtor, Fred Campbell, Sr. (“Fred Senior”), Fred Campbell, Jr. (“Fred Junior”), Extreme Realty Associates, Inc. (“Extreme Realty”) and Extreme Realty Advance (“Extreme Advance,” together with the Debtor, Fred Senior, Fred Junior and Extreme Realty, collectively the “Defendants” and, together with the Trustee, each a “Party” and collectively the “Parties”), have agreed to pursuant to a Settlement Agreement (the “Settlement Agreement”), the terms of which provide for the substance and entry of this Consent Decree, and for the reasons set forth herein, the Court being otherwise fully advised in the premises,

NOW THEREFORE, the Court hereby orders, adjudges and decrees, as follows:

1. On July 24, 2019, the Plaintiff and the Defendants entered into the Settlement Agreement, which resolves all matters in controversy between the Parties in the execution of the

Order on Plaintiff's Application for Default Final Judgment [Adv. No. 25] (the "Default Judgment").

2. To secure the obligations of the Defendants under the Settlement Agreement, the Plaintiff and Defendants have agreed to the entry of this Consent Decree authorizing the Trustee to obtain the immediate turnover of the Transferred Assets¹ utilizing an agent of the Trustee or the United States Marshall.

3. In the event the Defendants fail to timely make any payment under the Settlement Agreement, the Plaintiff may enforce this Consent Decree and take immediate possession of the Transferred Assets.

4. The Court hereby finds that it has jurisdiction to enter this Consent Decree.

5. The Parties request that the Court retain jurisdiction over the parties and subject matter of this action for the purpose of enforcing and/or interpreting this Consent Decree.

6. This Consent Decree may be signed in counterparts and each copy, or e-mailed/faxed copy thereof, shall be construed as an original document.

7. By entering into this Consent Decree, the Parties each represent that they have been informed by legal counsel of the effect and purpose of this Consent Decree and agree to be bound by its terms.

8. Upon approval and entry of this Consent Decree by the Court, the Consent Decree shall constitute a final judgment of the Court. The Court finds that there is no just reason to delay the entry of the Consent Decree and expressly directs the entry thereof as a final judgment under Fed. R. Civ. P. 54 and 58.

¹ Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Settlement Agreement.

CONSENTED TO:

Dated: New York, New York
July 24, 2019

AKERMAN LLP

By: s/John P. Campo
John P. Campo
Darryl R. Graham
666 Fifth Avenue, 20th Floor
New York, NY 10103
Tel.: (212) 880-3800
Fax: (212) 880-8965
E-mail: john.campo@akerman.com
E-mail: darryl.graham@akerman.com

Special Counsel for the Plaintiff/Trustee

Dated: Bronx, New York
July 24, 2019

RIOS LAW FIRM P.C.

By: s/Jose Rios
Jose Rios
2560 Matthews Avenue, Fl. 1
Bronx, New York 10467-9323
Tel No. (347) 364-8700
E-mail: rioslawfirm@gmail.com

Counsel for Debtor Marcia Campbell

s/Marcia Campbell
Marcia Campbell, Debtor

Dated: Bronx, New York
July 24, 2019

s/Fred Campbell, Sr.
Fred Campbell, Sr.

EXTREME REALTY ASSOCIATES, INC.

By: s/Marcia Campbell
Name: Marcia Campbell
Title: Vice President

SO ORDERED

Dated: New York, New York
August __, 2019

s/Fred Campbell, Jr.
Fred Campbell, Jr.

EXTREME REALTY ADVANCE

By: s/Marcia Campbell
Name: Marcia Campbell
Title: Vice President

UNITED STATES BANKRUPTCY JUDGE